

**PART I – THE SCHEDULE
SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS**

TABLE OF CONTENTS

Section	Clause
B.1	ITEMS BEING ACQUIRED/TOTAL PRICE
B.2	ADMINISTRATIVE COST CEILING FOR REIMBURSABLE EXPENSES
B.3	LIMITATION OF FUNDS FOR TRAVEL/TRAINING COSTS
B.4	OPTION TO EXTEND THE DURATION OF THE CONTRACT—SERVICES

**PART I – THE SCHEDULE
SECTION B
SUPPLIES OR SERVICES AND PRICES**

B.1 ITEMS BEING ACQUIRED/TOTAL PRICE

The contractor shall provide the necessary services to accomplish all contract objectives and requirements cited in the Statement of Work in Section C. Any services to be furnished under this contract shall be provided at the prices set forth below as ordered by issuance of delivery orders signed by an NNSA/NV Contracting Officer in accordance with Clause I.10, ORDERING.

BASE YEAR

FIRM FIXED PRICE REQUIREMENTS LINE ITEM:

Item Number Description	Estimated Quantity	Unit	Fixed Unit Price	Estimated Total Amount
1. TSCM Support	<u>2,000</u>	<u>Hrs</u>		
1A _____	_____	<u>Hrs</u>	_____	_____
1B _____	_____	<u>Hrs</u>	_____	_____
1C _____	_____	<u>Hrs</u>	_____	_____

COST REIMBURSEMENT LINE ITEM:

				Estimated Cost
2. Travel/Training/Shipping	1	Lot	N/A	_____

BASE YEAR – ESTIMATED TOTAL:

OPTION YEAR 1

FIRM FIXED PRICE REQUIREMENTS LINE ITEM:

Item Number Description	Estimated Quantity	Unit	Fixed Unit Price	Estimated Total Amount
3. TSCM Support	<u>2,000</u>	<u>Hrs</u>		
3A _____	_____	<u>Hrs</u>	_____	_____
3B _____	_____	<u>Hrs</u>	_____	_____
3C _____	_____	<u>Hrs</u>	_____	_____

COST REIMBURSEMENT LINE ITEM:

				Estimated Cost
4. Travel/Training/Shipping	1	Lot	N/A	_____

**PART I – THE SCHEDULE
SECTION B
SUPPLIES OR SERVICES AND PRICES**

OPTION YEAR 1 – ESTIMATED TOTAL: _____
TOTAL ESTIMATED AMOUNT, INCLUDING OPTION: _____

OPTION YEAR 2

FIRM FIXED PRICE REQUIREMENTS LINE ITEM:

Item Number Description	Estimated Quantity	Unit	Fixed Unit Price	Estimated Total Amount
5. TSCM Support	<u>2,000</u>	<u>Hrs</u>		
5A _____	_____	<u>Hrs</u>	_____	_____
5B _____	_____	<u>Hrs</u>	_____	_____
5C _____	_____	<u>Hrs</u>	_____	_____

COST REIMBURSEMENT LINE ITEM:

			Estimated Cost
6. Travel/Training/Shipping	1	Lot N/A	_____

OPTION YEAR 2 – ESTIMATED TOTAL: _____
TOTAL ESTIMATED AMOUNT, INCLUDING OPTION: _____

OPTION YEAR 3

FIRM FIXED PRICE REQUIREMENTS LINE ITEM:

Item Number Description	Estimated Quantity	Unit	Fixed Unit Price	Estimated Total Amount
7. TSCM Support	<u>2,000</u>	<u>Hrs</u>		
7A _____	_____	<u>Hrs</u>	_____	_____
7B _____	_____	<u>Hrs</u>	_____	_____
7C _____	_____	<u>Hrs</u>	_____	_____

COST REIMBURSEMENT LINE ITEM:

			Estimated Cost
8. Travel/Training/Shipping	1	Lot N/A	_____

OPTION YEAR 3 – ESTIMATED TOTAL: _____
TOTAL ESTIMATED AMOUNT, INCLUDING OPTION: _____

**PART I – THE SCHEDULE
SECTION B
SUPPLIES OR SERVICES AND PRICES**

OPTION YEAR 4

FIRM FIXED PRICE REQUIREMENTS LINE ITEM:

Item Number Description	Estimated Quantity	Unit	Fixed Unit Price	Estimated Total Amount
9. TSCM Support	<u>2,000</u>	<u>Hrs</u>	<u> </u>	<u> </u>
9A <u> </u>	<u> </u>	<u>Hrs</u>	<u> </u>	<u> </u>
9B <u> </u>	<u> </u>	<u>Hrs</u>	<u> </u>	<u> </u>
9C <u> </u>	<u> </u>	<u>Hrs</u>	<u> </u>	<u> </u>

COST REIMBURSEMENT LINE ITEM:

				Estimated Cost
10. Travel/Training/Shipping	1	Lot	N/A	<u> </u>

OPTION YEAR 4 – ESTIMATED TOTAL:

TOTAL ESTIMATED AMOUNT, INCLUDING OPTION:

B.2 ADMINISTRATIVE COST CEILING FOR REIMBURSABLE EXPENSES (Applicable to Line Items 2, 4, 6, 8, & 10, if all Options are exercised)

Allowable costs for travel shall not exceed the government's Federal Travel Regulation. The estimated cost for travel, shipping, and the allotment of funds pursuant to FAR clause 52.232-22, Limitation of Funds, will be provided through the issuance of delivery orders along with the corresponding technical support.

B.3 LIMITATION OF FUNDS FOR TRAVEL/TRAINING/SHIPPING COSTS

Limitations will be cited on individual Delivery Orders.

B.4 OPTION TO EXTEND THE DURATION OF THE CONTRACT--SERVICES

(a) The period of performance of this contract may be extended, at the unilateral discretion of the government, by the Contracting Officer giving written preliminary notice of extension to the contractor within the period specified in this contract and at least 60 days prior to contract expiration. The preliminary notice does not commit the government to such an extension. The total duration of this contract, including the exercise of all options stated under this clause, shall not exceed five years. If the government exercises any option hereunder, the modified contract, as extended by the exercised option, shall be deemed to include this option clause. All contractual terms and conditions shall apply during the option period. Furthermore, the contractor agrees that performance under any exercised option shall be accomplished at their

**PART I – THE SCHEDULE
SECTION B
SUPPLIES OR SERVICES AND PRICES**

proposed annual fixed unit price (i.e., fully-loaded hourly rate) against the hours provided; this is in addition to reimbursement for cost reimbursement line items.

- (b) OPTION YEAR ONE PERIOD: 12 months*
- (c) OPTION YEAR TWO PERIOD: 12 months*
- (d) OPTION YEAR THREE PERIOD: 12 months*
- (e) OPTION YEAR FOUR PERIOD: 12 months*

* 12- month time period will be entered based upon contract award date.

**PART I – THE SCHEDULE
SECTION C
DESCRIPTION/SPECIFICATIONS**

TABLE OF CONTENTS

Section Clause

C.1 STATEMENT OF WORK

C.2 REPORTING REQUIREMENTS

**PART I – THE SCHEDULE
SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

C.1 STATEMENT OF WORK

The SOW is Attachment J-1 to the contract and listed in Part III, Section J

C.2 REPORTS

Reports shall be in accordance with the “Reporting Requirements Checklist” as listed in Part III, Section J.

Reports shall be accomplished within the total contract amount. If costs exceed the total contract amount, those additional costs to complete the reports shall be assumed by the Contractor.

**PART I – THE SCHEDULE
SECTION D
PACKAGING AND MARKING**

TABLE OF CONTENTS

Section Clause

D.1 PACKAGING (JUL 2001)

D.2 MARKING (JUL 2001)

D.3 SECURITY REQUIREMENTS (JUL 2001)

**PART I – THE SCHEDULE
SECTION D
PACKAGING AND MARKING**

D.1 PACKAGING

Preservation, packaging, and packing for shipment or mailing of all work deliverables hereunder shall be in accordance with good commercial practices and shall be adequate to insure acceptance by common carrier and safe transportation at the most economical rates.

D.2 MARKING

(a) Each package, report or other deliverable shall be accompanied by a letter or other document which:

(1) Identifies the contract by task order and number under which the item is being delivered.

(2) Identifies the deliverable item number or report requirement, which requires the delivered item(s).

(3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(b) For any package, report or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (a) above shall be simultaneously provided to the office administering the contract, as identified in Section G of the contract, or if none, to the Contracting Officer.

D.3 SECURITY REQUIREMENTS

The contractor shall comply with the security requirements for packaging, marking, mailing, and shipping classified materials as prescribed by the current DOE Safeguards and Security directives identified in Section J, Attachment J-4.

**PART I – THE SCHEDULE
SECTION E
INSPECTION AND ACCEPTANCE**

TABLE OF CONTENTS

Section	Clause
E.1	FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE
E.2	INSPECTION AND ACCEPTANCE

**PART I – THE SCHEDULE
SECTION E
INSPECTION AND ACCEPTANCE**

E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov/far/>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER) CLAUSES

NUMBER	DATE	TITLE
FAR 52.246-6	JAN 1986	INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR

E.2 INSPECTION AND ACCEPTANCE OF SERVICES

- (a) Inspection of all items under this contract shall be accomplished by the NNSA Contracting Officer Representative (COR), or any duly-authorized Government representative identified by separate letter.
- (b) Acceptance of all items and or work effort under this contract (including reporting requirements) shall be accomplished by the NNSA NNSA Contracting Officer Representative (COR), or any duly-authorized Government representative identified by separate letter.

**PART I – THE SCHEDULE
SECTION F
DELIVERIES OR PERFORMANCE**

TABLE OF CONTENTS

Section Clause

F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE

F.2 DELIVERABLES

F.3 PERIOD OF PERFORMANCE

F.4 PRINCIPAL PLACE OF PERFORMANCE

**PART I – THE SCHEDULE
SECTION F
DELIVERIES OR PERFORMANCE**

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.242-14	APR 1984	SUSPENSION OF WORK

F.2 DELIVERABLES

The Contractor shall provide the plans, reports, and records specified in Section J, Attachment J-2, entitled, "Reporting Requirements Checklist," of this contract. In addition, special plans and reports shall be prepared and submitted as reasonably prescribed by the Contracting Officer.

F.3 PERIOD OF PERFORMANCE

The period of performance is anticipated to be from TBD* through TBD*, if the four option periods are exercised under this contract.

* To be completed upon contract award.

F.4 PRINCIPAL PLACE OF PERFORMANCE

The principal place of performance is North Las Vegas. Other locations that work may be accomplished include the Nevada Test Site, Mercury, Nevada; Remote Sensing Laboratory-West, Las Vegas, NV; National Nuclear Security Administration (NNSA) Contractor facilities, Las Vegas, NV; Remote Sensing Laboratory-East, Andrews Air Force Base, MD; Special Technologies Laboratory, Santa Barbara, CA; and other Department of Energy and/or NNSA facilities.

**PART I – THE SCHEDULE
SECTION G
CONTRACT ADMINISTRATION DATA**

TABLE OF CONTENTS

Section Clause

G.1 CORRESPONDENCE PROCEDURES

G.2 CONTRACT ADMINISTRATION

G.3 BILLING INSTRUCTIONS

G.4 DELIVERY ORDER ISSUANCE

G.5 LIST OF ACRONYMS

**PART I – THE SCHEDULE
SECTION G
CONTRACT ADMINISTRATION DATA**

G.1 CORRESPONDENCE PROCEDURES

To promote timely and effective administration, correspondence submitted under this contract shall contain a subject line commencing with the NNSA contract number DE-AM08-03NV14328, current delivery order number, contractor's name, and the topic. If no Government Contract Administration Office is designated on the face page of this contract, all correspondence shall be subject to the following procedures:

- (a) Technical Correspondence. Technical correspondence (as used herein, excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions, of this contract) shall be addressed to the NNSA Program Manager, COR, or other duly authorized Government representative, with an information copy of the correspondence to the Contracting Officer or Contract Specialist. The point of contact for technical correspondence is:

National Nuclear Security Administration
Nevada Operations Office
Safeguards and Security Division
P.O. Box 98518
Las Vegas, NV 89193-8518

ATTN: Ricky L. Honaker, Program Manager
Telephone: 702-295-1074; Fax: 702-295-0134; e-mail address:
honaker@nv.doe.gov

- (b) Other Correspondence. Other than technical correspondence shall be addressed to the Contract Specialist with information copies of the correspondence to the Contracting Officer's Representative and to the Patent Counsel (if patent or technical data issues are involved). The Contractor shall use the Contract Specialist as the focal point of contact. The Contract Specialist's name, address, phone number, fax number, and email address are as follows:

National Nuclear Security Administration
Nevada Operations Office
Contracts and Property Management Division
P.O. Box 98518
Las Vegas, NV 89193-8518

ATTN: Tammie L. Henderson
Telephone: 702-295-2298; Fax: 702-295-5305; e-mail address:
henderson@nv.doe.gov

**PART I – THE SCHEDULE
SECTION G
CONTRACT ADMINISTRATION DATA**

- (c) **Property Administrator Correspondence.** The Contracting Officer has delegated certain duties and responsibilities associated with the Government-furnished property and/or contractor-acquired property administration under this contract to the Property Administrator. Their address and telephone number are as follows:

National Nuclear Security Administration
Nevada Operations Office
Contracts and Property Management Division
P.O. Box 98518
Las Vegas, NV 89193-8518

ATTN: Angela P. Tommasino
Telephone: 702-295-1064; Fax: 702-295-1202; e-mail address:
tommasino@nv.doe.gov

- (d) **Classified Correspondence.** See Section J, Attachment J-4, DOE O 471.2A, Information Security Program.
- (e) **The NNSA Contracting Officer's Address is as follows:**

National Nuclear Security Administration
Nevada Operations Office
Contracts and Property Management Division
P.O. Box 98518
Las Vegas, NV 89193-8518

ATTN: Darby A. Dieterich, Contracting Officer,
Telephone: 702-295-1560; Fax: 702-295-5305; e-mail address:
dieterich@nv.doe.gov

G.2 CONTRACT ADMINISTRATION

The contract shall be administered by:

National Nuclear Security Administration
Nevada Operations Office
Contracts and Property Management Division
P.O. Box 98518, MS 505
Las Vegas, NV 89193-8518
ATTN: Tammie L. Henderson
Telephone: 702-295-2298
Fax: 702-295-5305
E-mail: henderson@nv.doe.gov

PART I – THE SCHEDULE
SECTION G
CONTRACT ADMINISTRATION DATA

Written communications shall reference the delivery order number, if applicable, and contract number and shall be mailed to the designated Contract Specialist at the above address.

G.3 BILLING INSTRUCTIONS

The Contractor shall submit invoices in accordance with the Billing Instructions, identified in Section J, Attachment J-3, and other applicable clauses of this contract.

G.4 DELIVERY ORDER ISSUANCE

In accordance with clause I.10, Ordering, Delivery Orders will be issued by the following activity:

Contracting Officer
National Nuclear Security Administration
Nevada Operations Office
P.O. Box 98518
Las Vegas, NV 89193-8518

G.5 LIST OF ACRONYMS

The following acronyms may be used throughout this document:

ACH	- Automated Clearing House
ACO	- Administrative Contracting Officer
CFR	- Code of Federal Regulations
CO	- Contracting Officer
DEAR	- Department of Energy Acquisition Regulation
DO	- Designated Official
DOE	- Department of Energy
DPLH	- Direct Productive Labor-Hours
EFT	- Electronic Funds Transfer
FAR	- Federal Acquisition Regulation
FFP	- Firm Fixed Price
FOCI	- Foreign Ownership, Control, or Influence
IG	- Inspector General
NAICS	- North American Industry Classification System Codes (Replaces
SIC)	
NNSA	- National Nuclear Security Administration
NV	- Nevada Operations Office
OCI	- Organizational Conflict of Interest
RFP	- Request for Proposal
SF	- Standard Form

PART I – THE SCHEDULE
SECTION G
CONTRACT ADMINISTRATION DATA

SOW	- Scope of Work
UNCI	- Unclassified Controlled Nuclear Information
TIN	- Tax Identification Number
T&M	- Time and Materials

**PART I – THE SCHEDULE
SECTION H
SPECIAL CONTRACT REQUIREMENTS**

TABLE OF CONTENTS

H.1	CONTRACTING OFFICER’S REPRESENTATIVE TECHNICAL DIRECTION
H.2	MODIFICATION AUTHORITY
H.3	SUBCONTRACTS
H.4	INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR
H.5	PERSONNEL SECURITY CLEARANCES
H.6	RELEASE OF INFORMATION (JUL 2001)
H.7	SOFTWARE RIGHTS
H.8	KEY PERSONNEL
H.9	GOVERNMENT-FURNISHED FACILITIES AND SERVICES
H.10	COMPUTER SYSTEMS SECURITY
H.11	REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT
H.12	NONSUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES (JUL 2001)
H.13	IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI) (JUL 2001)
H.14	OWNERSHIP OF RECORDS
H.15	RIGHTS TO PROPOSAL DATA
H.16	LOBBYING RESTRICTION (ENERGY AND WATER DEVELOPMENT APPROPRIATIONS ACT, 2002)
H.17	LOBBYING RESTRICTION (DEPARTMENT OF INTERIOR & RELATED AGENCIES APPROPRIATION ACT, 2002)

- H.18 DOE VIOLENCE IN THE WORKPLACE POLICY (JUL 2001)
- H.19 PERSONNEL
- H.20 OTHER CONTRACTS
- H.21 COMPLIANCE WITH DEPARTMENT OF ENERGY DIRECTIVES
- H.22 WORK EFFORT AUTHORIZATION
- H.23 GOVERNMENT-FURNISHED PROPERTY

**PART I – THE SCHEDULE
SECTION H
SPECIAL CONTRACT REQUIREMENTS**

H.1 CONTRACTING OFFICER’S REPRESENTATIVE TECHNICAL DIRECTION

- (a) Notice: The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract.
- (b) Performance of the work under this contract shall be subject to the technical direction of the NNSA COR. The COR will be designated in writing by the Contracting Officer. The designation letter will include the COR's authority, responsibility, and limitations. Changes in the COR or the COR's authority will be transmitted via electronic media and made available to the Contractor. The term "technical direction" is defined to include, without limitation:
 - (1) Provision of written information to the Contractor that assists in the interpretation of drawings, specifications, or technical portions of the work description.
 - (2) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the contract.
 - (3) Performance of technical monitoring; inspection; approval of shop drawings; testing; approval of samples; engineering evaluation; monitoring schedules and deliverables; and other functions where such approvals are required by the contract and do not involve a change in the scope, price, or terms or conditions of a contract.
- (c) Technical direction must be within the Statement of Work contained in the contract. The COR does not have authority to, and may not, issue any technical direction that does the following:
 - (1) Constitutes an assignment of additional work outside the Statement of Work;
 - (2) Constitutes a change as defined in the contract clause entitled "Changes;"
 - (3) In any manner causes an increase or decrease in the level-of-effort, total estimated contract price, or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions or specifications of the contract; or
 - (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (d) All technical directions shall be issued in writing by the COR serving on this contract.
- (e) The Contractor shall proceed promptly with the performance of technical directions

**PART I – THE SCHEDULE
SECTION H
SPECIAL CONTRACT REQUIREMENTS**

when duly issued by the COR in the manner prescribed by this clause and within his/her authority under the provisions of this clause.

- (f) If, in the opinion of the Contractor, any instruction or direction (including actions, inactions, and written or oral communications) by the COR falls within one of the categories defined in c(1) through c(5) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five working days after receipt of any such instructions or direction and shall request the Contracting Officer to modify the contract accordingly. On the basis of the most accurate information available to the Contractor, the notice shall state:
- (1) The date, nature, and circumstances of the conduct regarded as a change;
 - (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
 - (3) The identification of any related documents provided by the COR and documentation of any oral communication involved in such conduct;
 - (3) In the instance of alleged acceleration of scheduled performance or delivery, the cause for this acceleration;
 - (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including:
 - (a) What contract line items have been or may be affected by the alleged change;
 - (b) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (c) To the extent practicable, what delay and disruption in the manner and sequence of performance, and effect on continued performance, have been or may be caused by the alleged change;
 - (d) What adjustments are estimated to contract costs, delivery schedule, and other provisions affected by the alleged change;
 - (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay, or disruption of performance. Upon receiving the notification from the Contractor, the Contracting Officer shall do one of the following:
 - (a) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;

**PART I – THE SCHEDULE
SECTION H
SPECIAL CONTRACT REQUIREMENTS**

- (b) Advise the Contractor that the technical direction to which the Contractor has objected is, in fact, outside of the contract and should not be acted upon; or
 - (c) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in this subsection.
- (g) A failure of the Contractor and Contracting Officer to agree that the technical direction is within the Statement of Work of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the clause in Section I.1 entitled "Disputes--Alternate I."

H.2 MODIFICATION AUTHORITY

Notwithstanding any of the other provisions of this contract, the Contracting Officer shall be the only individual authorized to:

- (a) Accept non-conforming work;
- (b) Waive any requirement of this contract; or
- (c) Modify any terms or conditions of this contract.

H.3 SUBCONTRACTS

- (a) Prior to the placement of subcontracts and in accordance with Part II, Section I, FAR clause 52.244-2, entitled "Subcontracts, the Contractor shall ensure that they contain:
 - (1) All of the flowdown clauses of this contract (modified as necessary for proper identification of the contracting parties) which contain a requirement for such inclusion in applicable subcontracts;
 - (2) Any applicable subcontractor Certificate or Current Cost or Pricing Data (see FAR 15.404-3) and subcontractor Representations and Certifications (see Part IV, Section K of the solicitation, and the document referenced in Clause H.4 herein);
 - (3) Any required prior notice and description of the subcontract is given to the Contracting Officer and any required consent is received. Except as may be expressly set forth therein, any consent by the Contracting Officer to the

**PART I – THE SCHEDULE
SECTION H
SPECIAL CONTRACT REQUIREMENTS**

placement of subcontracts shall not be construed to constitute approval of the subcontractor or any subcontract terms or conditions, determination of the allowability of any cost, revision of this contract or any of the respective obligations of the parties thereunder, or creation of any subcontractor privity of contract with the Government;

- (b) The Contractor or next higher tier subcontractor shall also obtain and furnish to the Contracting Officer either an Organizational Conflict of Interest (OCI) Disclosure Statement or Representation form pursuant to DEAR 952.209-72 "Organizational Conflicts of Interest (JUN 1997)", Section I, for all subcontractors expected to exceed the simplified acquisition threshold determined in accordance with 48 CFR (FAR) Part 13 and involving performance of advisory and assistance services as that term is defined at CFR 48 (FAR) 37.201. Upon review of the disclosure statement from each subcontractor, the Contractor or next higher tier subcontractor is authorized to make the determination and to avoid, neutralize, or mitigate any actual or significant potential organization conflict of interest. No work shall be performed by a subcontractor until the Contractor has cleared the subcontractor for Organizational Conflicts of Interest (OCI). Only if the actual or significant potential organizational conflict of interest cannot be avoided or neutralized is the Contractor or next higher tier subcontractor required to obtain the NNSA/NV Contracting Officer approval.
- (c) The following subcontractors have been cleared by the Contracting Officer for OCI:

<u>Name of Subcontractor</u>	<u>Value of Award</u>
_____	<u>0</u>
_____	<u>0</u>
_____	<u>0</u>

H.4 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR

The Representations, Certifications, and Other Statements of Offeror, completed by the contractor, and dated _____ (to be completed prior to award), are hereby incorporated by reference.

H.5 PERSONNEL SECURITY CLEARANCES

- (a) Under this contract, contractor personnel shall be required to have a Q - Sensitive clearance.
- (b) This requirement may be waived by the CO for personnel not involved with classified information while clearances are being processed, or for personnel associated with the program for short periods of time, such as consultants.

**PART I – THE SCHEDULE
SECTION H
SPECIAL CONTRACT REQUIREMENTS**

- (c) The Contractor shall turn in badges for employees: 1) who are no longer working on the contract; 2) who no longer require access; 3) when their badge expires; or 4) when the contract expires or is terminated. Badges shall be returned to the CO.

H.6 RELEASE OF INFORMATION (JUL 2001)

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the effort/terms called for in this contract shall be submitted for approval prior to actual printing and distribution. Approval authority is NNSA Headquarters (HQ), Office of Congressional, Intergovernmental, and Public Affairs (NA-3.5), Washington, DC. Proposed releases are to be submitted to NNSA/NV, Office of Public Affairs, P.O. Box 98518, Las Vegas, NV 89193-8518. All proposed releases should conform to the requirements of the DOE Order 1340.1B, Management of Public Communications Publications and Scientific, Technical, and Engineering Publications, pertaining to the public release of information

H.7 SOFTWARE RIGHTS

If at any time during the performance of this contract, the contractor has reason to believe that:

- (a) The utilization of government-furnished computer resources, specifically government-furnished software, may involve or result in the violation of the NNSA's license agreement; or
- (b) The performance of a requirement or task would involve the acquisition of licensed software to be delivered to the government.

The contractor shall notify the Contracting Officer in writing and provide an explanation of the circumstances. The contractor is not authorized to violate any licensing agreements, cause the NNSA to violate any licensing agreements, or acquire software which is covered by a licensing agreement on behalf of the government without prior authorization of the Contracting Officer.

H.8 KEY PERSONNEL

- (a) Pursuant to the clause I.9 in Part II, Section I entitled "Key Personnel" (DEAR 952.215-70), the Contractor's key personnel are as follows:

<u>Name*</u>	<u>Position</u>
_____	_____

**PART I – THE SCHEDULE
SECTION H
SPECIAL CONTRACT REQUIREMENTS**

*To be completed prior to award

- (b) The clause entitled "Key Personnel" contains a requirement for notification to the Contracting Officer reasonably in advance (i.e. not less than thirty (30) calendar days) of diversion of, or substitution for, any of these individuals. The Contractor shall obtain consent from the Contracting Officer prior to any substitution or diversion of key personnel.

H.9 GOVERNMENT-FURNISHED FACILITIES AND SERVICES

- (a) The Government will furnish, if necessary, office space at the NNSA/NV facility to Contractor staff for the purpose of completing required reports related to the technical surveillance countermeasures (TSCM) support. Additional office space may be provided by the Government as the NNSA project demands.
- (b) On-site utilities and office furnishings, required DOE Manuals, standard manuals, supplies, and access to the Nevada Operations Office computer systems may be furnished by the Government on an as-is required basis. The Government will also provide all telephone and janitorial services, and on-site mail service for the on-site facilities during contract performance. "On-site" is defined as a Government specified location on/or at a Government facility.

H.10 COMPUTER SYSTEMS SECURITY

- (a) The contractor agrees to comply with the applicable DOE Orders and all other regulations and requirements pertaining to computer systems security.
- (b) The contractor shall immediately issue written notification through the Contract Specialist to the NNSA/NV Computer Security Site Manager or Computer Protection Program Manager when an employee of the contractor is no longer working on the contract, or no longer requires access to NNSA/NV computer systems.

H.11 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT

The contractor is required to comply with the following in accordance with DOE Order 221.1:

- (a) Notify their employees annually of their duty to report directly to the DOE Office of Inspector General (OIG) allegations of fraud, waste, abuse, corruption, criminal acts,

**PART I – THE SCHEDULE
SECTION H
SPECIAL CONTRACT REQUIREMENTS**

or mismanagement relating to DOE programs, operations, funds, or contracts or information technology systems to appropriate authorities. The notification shall include the provision that the DOE contractor employees should, when appropriate, report directly to the OIG any information concerning wrongdoing by DOE employees, its contractors, subcontractors, grantees or other recipients of DOE financial assistance or their employees.

- (b) Display and publish the OIG hotline telephone number in common areas of buildings, such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.
- (c) Publish the OIG hotline telephone number in phone books and newsletters in the contractor's cognizance.
- (d) Report to the OIG any allegations of reprisals taken against employees who have reported fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts, or information technology systems.
- (e) Report to the OIG within a reasonable period of time, but not later than 24 hours, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement which have been referred to Federal, State, or local enforcement entities.
- (f) The DOE OIG hotline telephone number is 1-800-451-1625 or 202-586-4073.

H.12 NONSUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES (JUL 2001)

The Government shall not exercise any supervision or control over contractor employees performing services under this contract. The contractor's employees shall be held accountable solely to the contractor's management, who in turn is responsible for contract performance to the Government.

H.13 IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI) (JUL 2001)

In the performance of the contract, the contractor is responsible for complying with the following requirements and for flowing down all requirements to subcontractors:

- (1) If the contractor has a formally designated Classification Officer, the Classification Officer –

**PART I – THE SCHEDULE
SECTION H
SPECIAL CONTRACT REQUIREMENTS**

- (a) Serves as a Reviewing Official for information under his/her cognizance;
 - (b) Trains and designates other Reviewing Officials in his/her organization, subordinate organizations, and subcontractors and maintains a current list of all Reviewing Officials; and
 - (c) May overrule UCNI determinations made by Reviewing Officials under his/her cognizance
- (2) If the contractor has no formally designated Classification Officer, the contractor submits a request for the designation of Reviewing Officials to the local Federal Classification Officer (for Headquarters, this is the Director of Nuclear and National Security Information) in accordance with the instructions contained in DOE M 471.1-1, Chapter I, Part B.
 - (3) The contractor's Reviewing Officials use appropriate UCNI guidelines (i.e., General Guidelines, Topical Guidelines, Internal Guidelines; see DOE M 471.1-1, Chapter I, Part A) to review matter and identify what specific Government information is UCNI, in accordance with the instructions contained in DOE M 471.1-1, Chapter I, Part B.
 - (4) The contractor develops and issues UCNI internal guidelines, as necessary and with the approval of the local Federal Classification Officer, if appropriate, and the Director of Nuclear and National Security Information, in accordance with the instructions contained in DOE M 471.1-1, Chapter I, Part A.
 - (5) The contractor's Reviewing Officials apply or authorize the application of UCNI markings to any unclassified matter that contains UCNI in accordance with the instructions contained in DOE M 471.1-1, Chapter I, Part C.

H.14 OWNERSHIP OF RECORDS

- (a) Government's Records.

Except as is provided in paragraph (b) of this clause and as may be otherwise agreed upon by the government and the contractor, all records (including computer databases and software) acquired or generated by the contractor in its performance of this contract shall be the property of the government and shall be delivered to the government or otherwise disposed of by the contractor, either as the Contracting Officer may from time to time direct during the progress of the work or, in any event, as the Contracting Officer shall direct upon settlement of this contract. The contractor shall, subject to NNSA's security regulations, requirements, and other provisions of the contract, have the right to inspect, and at its own expense, duplicate only those processes, procedures, or records delivered, or to be delivered, to the government by the

**PART I – THE SCHEDULE
SECTION H
SPECIAL CONTRACT REQUIREMENTS**

contractor under this contract, or retain duplicates which are in excess of the government's requirements. However, nothing in this paragraph shall:

- (1) permit the contractor to duplicate or retain for its own purposes any official government documents or proprietary information relating to the government or to other contractors;
- (2) constitute any commitment on the part of the government to retain such records for any period beyond NNSA's customary retention periods for the various types of records; and
- (3) not have any effect on the provisions of FAR clause 52.227-14, entitled "Rights in Data - General."

(b) Contractor's Own Records.

The following records are considered the property of the contractor and not within the scope of paragraph (a) above:

- (1) personnel records and files maintained on individual employees, applicants and former employees;
- (2) privileged or confidential contractor financial information and correspondence between segments of the contractor's organization; and
- (3) Internal legal files.

(c) Inspection and Audit of Records.

All records acquired, or generated by the contractor under this contract, and in the possession of the contractor, including those described in paragraph (b) above (exclusive of subparagraph (b)(2) and (b)(3)), shall be subject to inspection and audit by DOE at all reasonable times. The contractor shall afford the proper DOE facilities for such inspection and audit.

(d) Contractor Records Disposition.

In the event of completion or termination of this contract, copies of any such Contractor's own records shall be delivered to NNSA or its designees. Title to such records shall vest in NNSA/NV upon delivery.

**PART I – THE SCHEDULE
SECTION H
SPECIAL CONTRACT REQUIREMENTS**

H.15 RIGHTS TO PROPOSAL DATA

Pursuant to the Section I clause 952.227-82, entitled "Rights to Proposal Data" the following portions of the contractor's proposal are listed as proprietary data:

Contractor's proposal dated: _____.

Page numbers of proprietary data within the contractor's proposal: _____.

H.16 LOBBYING RESTRICTION (ENERGY AND WATER DEVELOPMENT APPROPRIATIONS ACT, 2002)

The contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H.17 LOBBYING RESTRICTION (DEPARTMENT OF INTERIOR & RELATED AGENCIES APPROPRIATION ACT, 2002)

The contractor agrees that none of the funds obligated on this award shall be made available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H.18 DOE VIOLENCE IN THE WORKPLACE POLICY (JUL 2001)

- (a) The Contractor shall comply with DOE's Violence in the Workplace Policy. Acts of aggression, violence (physical or verbal, intentional or reckless) and/or threats of such will not be tolerated in any situation at any Government facility. Contractors who engage in aggressive/violent behavior or threaten violence, among themselves or with Government employees, will be subject to removal from the premises.
- (b) It is the responsibility of contractor supervisors or management representatives to report any incident (or threat) of aggression, harassment, hostility, intimidation, or violence to the Contracting Officer or the COR. In an emergency (i.e., any situation where violence has occurred or appears to be imminent), contractor employees should first call 911. Any contractor employee who believes that he/she has experienced an act of aggression or violence, or has had to perform his/her duties in a hostile environment, has a right to have these activities investigated and relieved. Reprisal against anyone who reports incidents of violence or who is involved in an investigation is prohibited.

**PART I – THE SCHEDULE
SECTION H
SPECIAL CONTRACT REQUIREMENTS**

H.19 PERSONNEL

The contractor shall hire only competent personnel to be used in the performance of this contract. The NNSA shall have the right to require the replacement of any employee of the contractor in the performance of this contract. The contractor shall provide qualified labor support and supervision necessary to perform the work as defined in the Statement of Work.

H.20 OTHER CONTRACTS

The government may undertake or award other contracts for additional work, and the contractor shall fully cooperate with government employees and such other contractors and carefully fit its own work to such additional work as may be directed by the Contracting Officer. The contractor shall not commit or permit any act which will interfere with the performance of work by government employees or by any other contractor.

H.21 COMPLIANCE WITH DEPARTMENT OF ENERGY DIRECTIVES

- (a) (1) The contractor shall comply with DOE Orders listed in Part III, Section J, Attachment J-4, to this contract.
- (2) The Contracting Officer may update this listing from time to time by unilateral modifications to the contract.
- (3) Between updating of the listing, the contractor shall comply with DOE Orders and revisions thereto, written notice of which have been furnished to the contractor by the Contracting Officer.
- (b) Copies of DOE Orders may be reviewed by visiting the Internet address(es) as follows:

<http://www.nv.doe.gov> or <http://www.energy.gov>
- (c) The Contracting Officer is the only government official authorized to provide interpretations as to the applicability of DOE Directives or to resolve possible conflicting requirements involving them.
- (d) The contractor shall include the substance of this clause in subcontracts for which there are flowdown requirements.

H.22 WORK EFFORT AUTHORIZATION

All work effort, including travel/training must be authorized in writing in advance by the Contracting Officer or Contracting Officer Representative.

**PART I – THE SCHEDULE
SECTION H
SPECIAL CONTRACT REQUIREMENTS**

H.23 GOVERNMENT-FURNISHED PROPERTY

The equipment required to perform the TSCM effort will be provided by the Government. When the work effort is ordered, the TSCM equipment will be issued via a Government property pass and must be returned to the COR or his designated representative upon the completion of each task.